section takes place at which it can be filled by the electors below the many the process of the

who Legislature, with a single restriction, to prove an example analyse analyse subsequent in order, must if necessary, he so construed as to control or qualify the sixth article which precedes it.

Elsewith That the judgment of the Special Term in favor of the defendant ought, therefore, to be modified so far, and to the defendant ought, therefore, to be modified so far, and to the defendant ought, therefore, to be modified so far, and to the defendant ought, therefore, to be modified so far, and to the defendant ought, therefore, to be modified so far, and to the defendant ought, therefore, to be modified so far, and to the defendant ought, therefore, to be modified so far, and to the defendant ought in the subsequent ought of the south of the subsequent ought o

S. B. STRONG, J .- The relator and the defendant each claim the office of a Justice of this Court, va cated by the death of the Ismented Robert H. Morris. The loss of that most estimable man and able and conscientions Judge was in itself a great public ca lamity; but the evil is enhanced by the fact that it was under circumstances which have led to a dis puted succession. The defendant claims to hold the effice under a commission issued by the Governor of this State on the 3d day of December, 1855, and the relator seeks to be inducted into it on the aliegation that he was chosen to fill the vacancy at the general election held on the 6th day of last November. Both of these gentlemen were candidates for seats on the bench of the Supreme Court at that election, and each received a number of votes sufficiently large to indicate to a considerable extent the confidence of the public in his competency and fitness for a station of such high responsibility. But as they were not competitors for the office for the same time, the elecsion furnished no certain test of the preference of the public for one over the other; and even if it had done that we could not be influenced by it in our decision, unless it had been conducted pursuant to the Consti-

tation and laws of the State. The provisions of the Constitution and of the statntes applicable to the present controversy are as fo!lows: Sec. 4 of Art, 6 of the Constitution provides that the State shall be divided into eight Judicial Districts. Section 12 of the same article is in the following words: "The Judges of the Court of Appeals " shall be elected by the electors of the State, and the "Justices of the Supreme Court by the electors of the " several Judicial Districts, at such times as may be "prescribed by law." By the 13th section of that article it is provided that "In case the office of any "Judge of the Court of appeals or Justice of the Su-"Judge of the Court of Appeals or Justice of the Supreme Court shall become vacant before the expiration of the regular term for which he was elected,
the vacancy may be filled by appointment by the
Governor until it shall be supplied at the next geners! election of Judges, when it shall be filled by
election for the residue of the unexpired term."
By the 5th section of article 10 it is ordained that the
Legislature shall provide for silver vacanties
in office, and to there or elective officers no
person appointed to fill a vacancy shall hold
his office by notice of such appointment longer
than the commencement of the political year next succeeding the first annual election after the happening of
the vacancy. The eighth section of the tenth article than the commencement of the political year next succeeding the first annual election after the happening of the vacancy. The eighth section of the tenth article authorizes the Legislature to declare the cases in which any office may be deemed vacant when no provision is made for that purpose in the Constitution. The Revised Statutes (R. S., 122, sec. 34) had previously declared that any office should become vacant by the death of the incumbent. There was no reasewed enactment to that effect after the adoption of the present Constitution, nor was it necessary that there should be. The death of an incumbent without any provision of law for an immediate succession would necessarily create a vacancy. By the act of April 5, 1842 (aban. of law for an immediate succession would necessarily create a vacancy. By the act of April 5, 1842 (chap. 130, article 1, title 3, sec. 3, p. 112), it is provided that if any vacancy shall exist in a county proper to be supplied at the ensuing general election the Secretary of State shall, between the 1st of July and the of State shall, between the last of July and the 18th of October previous to such election, direct and cause to be delivered to the Sheriff, Clerk, or first Judge of such county a notice in writing, specifying the cause of such vacancy, the name of the officer in whose office it has occurred, and the time when his term of office will expire; and that if any such vacancy shall exist in a district, he shall in a like manner direct and cause to be delivered to the Sheriff, Clerk, or first Judge of each County therein the like notice. By the fifth section of the same article the Secretary is directed to publish such notice in the State paper once in each to publish such notice in the State paper ones in each week from its date until the election. By the four-teenth section of the third article of the same title, the officer receiving the notice from the Secretary of State is required to deliver a copy of it without delay to the Supervisor or an assessor of each town or ward in his county, and to cause a copy of it to be published in all the public newspapers in his county once in each week until such election. By section 4 of title 7, chap. 130, of the laws of 1842, it is provided that general elections shall be held on the Tuesday succeeding the first Monday of November investment. tions shall be held on the Tuesday succeeding the first Monday of November in every year. Pursuant to the statute passed since the adoption of the present Constitution, the 6th of November last was the appropriate day for the general election of Judges curing the present year. The term for which Judge Morris was elected would have expired on the 31st of December, 1860. He died on the 23d day of last October, when it was too late to give the notice of the concentrative years or verying high the set of 1862. is at October, when it was too late to give the notice of the consequent vacancy required by the act of 1842 in season for the election of the present year, and none such was given. A large portion of the electors of the 1st District, in which Judge Morris had been elected, gave their votes at such election for candidates to supply the vacancy, of which the relator received a plurality. If that election was legal, so for as it relates to the office for the term in question, the relator either is at present, or soon will be, entitled to admission; if such election was void, there was a vacancy when the commission to the defendant was issued; and if that was sanctioned by the Constiwas a vacancy when the commission to the defendant was issued: and if that was sanctioned by the Consti-

was a vacaney when the commission to the defendant was issued; and if that was canctioned by the Constitution, he is authorized to hold the office.

The objection urged agains: the validity of the election of the relator is that the preliminary notice required by the statute was not given. It is that the death of the late incumbent was at so late a date that these was not sufficient time left for the publication of such notice, but that does not dispense with the exigency. Possibly the framers of the statute may have thought, of they thought about the emergency at all, that it would be better that there should not be a premature election which might not, and probably would not, carry out 'ally and fairly the view of the people, and they may 'ave prefored a temporary selection by a high and responsible officer. In answer to the objection, the absence of the notice required by the statute it was contended on the argument that the provisions of the Constitution were sufficient of themserves to legalize the election. The answer, and a sufficient cawer. the argument that the provisions of the Constitution were sufficient of themserves to legalize the election. The answer, and a submicut answer, to that is, that without statutory regulations there could be no election at all, as the Constitution does not provide for the essentials of the time, place, and manner of the election. Although the motive power might exist, yet it could not be successfully exerted without the requirie Legislative machinery. The constitutional and statutory provisions together constitute the entire scheme, and without both it cannot be carried into successful operation. Clearly an election (if it could be so called) held at a different time or place, or conducted by other officers than those require by the could be so caused need at a different time or place, or conducted by other officers than those required by the statute, or which, from a palpable evasion of some of its important provisions, prevented a fair and full expression of the wishes of the people, would be void. As to such provisions, there is not and should not be any discourage power.

any dispensing power.

It was contended by the connect for the relator that the statute does not require any preliminary notice of he racancies caused by, or the election consequent upon the deaths of Justices of the Supreme Court, as they are State officers, but searly the provision has reference to the county or district of election, and not to the character of the office. The notice is required when there is a vacancy in the district. Justices of the sapreme Court are elected by Districts, and when either of them dies the vacancy arists in, and is to be supplied by his district. Senators are State officers, and Representatives in Congress are officers of the United States, but it is conceded that the provision in question is applicable to them. The act containing the requisition was proceed previous to the adoption of our present Constitution, and when our Judges were appointed by the Governor and "inter but the provision was general, and it was not repeated by it, but its efficacy was continued and extended to wastever might be brought into the same case gory by any new system. be brought into the same cs egory by any new system. Indeed, its continued operation was admitted by a slight amendment made in chapter 240, of the Statutes

It was also said that the provision in question is directory only, and may be disregarded. Our Courts have undoubtedly exercised the power of dispensing with the regulations of statutes where they seem to be with the regulations of eacutes where they seem to be mere matters of convenience, and do not affect substantial rights. But, as it is often difficult to distribute, the power should be exercised with great caution, and the principle should not be extended to youd the cases to which it is clearly applicable. It seems to me that it is very material that the electors should have timely notice of vacancies occurring dering the terms of office, and of the time when they are to be supplied through the exercise of the elective franchise. In most cases sublicity is for obvious reasons most essential. Especially is it so when there is a law requiring a rablic official notice. In that ease the electors may real wait for such notice, and if that is omitted, and an election had, notwithstanding such onisean, they may be taken by surprise. It is not an answer to this to say that in this instance the elections in question were generally known. The knowledge may not have been universal in the District, and if it had been many might have a betained from voting from an impression that it was unauthorized and might have been nugatory. Indeed, it is apparent from the statements in the complaint, that case of the vacars was a tree as a contract at the complaint, that case of the vacars was a tree as a contract as the case of the vacars was a tree as a contract as the complaint, that case of the vacars was a tree dead and vord a tree. that many of the voters who attended and voted at the lare election emitted to vote for any one to supply the vacance in operation. The vote given for a Justice it is apparent from the statements in the completing that many of the voters who attended and voted active la'e election emitted to vote for any one to supply the vacancy in question. The vote given for a Justice of the Supreme Court for the long term was \$5.769, whereas but 49.848 were given for all the candidates for the short term. The difference was very considerable—more than double the plurality obtained by the relator. It may be, as suggested by the counse, that this falling off was incurred by other causes than the existence of doubts in the minds of the voters as to the validity of the election, but where there is an extinguishing clause clearly established sufficient to produce the effect, it is more appropriate to attribute such effect to the known and adequate cause than to the one that is simply conjectured. The statutory notice was essential, to enable the electors to art with confidence in a matter in which they had a deep interest, and in such cases implicit conformly is required. There may be difficulties in defeating an election when the Seorstary of State purposely omits or is unable to give the notice, but they by no means equal those which would result from sustaining an imperfect and partial election. One might result in dissatisfaction with an officer, while the other might, if often repeated, jeopardize the entire system. The statute does not expressly declare that an election shall be void by reason of the omission to give the requisite preliminary notice, neither does it in express terms avoid any election given under any circumstances; but the only way to preserve the purity of our elections is to annul those which have been conducted contrary to statutory regulations designed to sustain the fair exercise of the right of suffrage.

In such esses the only inquiry should be, is there an actual on ission of a substantial regulation, and if there has been it is no answer to say that it has not been productive of any injury. The evils which hight result from a relaxation of the rule cannot

the cince at the time when the consendant received his commission. The primary vacancy was caused by the death of the late incumbent. But a vacancy may result from the failure to elect a successor pursuant to the strute. The Corstitution speaks of vacancies generally, without specifying the causes or instances. The 5th section of the 10th article provides that the Legislature may declare the cases in which any office shall be deered vacant. But I am not aware that the Legislature has since exercised the payer and it was Legislature has since exercised the power, and it was not exhausted by previous enactments in the absence of any rew provision. Where there exists an actual Legislature has since exercised the power, and it was not exhausted by previous enactments in the absence of any new provision. Where there exists an actual vacancy from any cause the constitutional grant applies. There must be such vacancy on the death of an incumbent until the valid election or appointment of a successor. An election may fail by reason of some radical defect in the manner of conducting it, or where there is an equal number of votes for each of the more prominent candidates. Where there is a failure by reason of the new election of a successor during the next general election of Judges, unless it can be denote through the instrumentality of the Governor. Trere is no other limitation of the time within which the appointment by him must be made, than that it shall continue until the vacancy shall be supplied at the lext general election. It would seem to be the nore rational, and I think that it is the true construction of this provision, that where there is a failure to choose a successor at the next general election, the power in the Governor to supply the vacancy still con inues. It may exist until the vacancy is actually supplied. There is undoubtedly a requisition upon the elections to full the vacancy at the next election, but that must be with the qualification, when that can be legally done. The Constitution should not be constructed to show that a valid election could not be had when the death of an incumbent hanges at too late. strued so as to require an impossibility. I have endeavored to show that a valid election could not be had when the death of an incumbent happens at too late a day to give the requisite statutory notice. It may happen, also, at a late day that it can be known only to the immediate neighbors of the decased Judge, while the District may be very extensive. So too it may occur in a distant country, to which the Judge may have been under the necessity of resorting for the benefit of his health, and at so late a day that it may not be known to any one in the District at the time of the election. It surely could not have been the intention of the framers of the Constitution, that in these, and other similar cases, there should be vacancies until the next general election of Judges. It was said on the argument that instances of the kind to which I have alluded are so improbable that no intention to provide for the contingue cies could be presumed. But the uncertainty of life is as great no intension to provide for the controlled case could be presumed. But the uncertainty of life is as great immediately before an election as at any other time, and the experience of the tast eight years shows that the labors of the Judges, or some other cause, renders their held upon life unusually precarious. Within that period we have to mourn the loss of six Junices of this Court, (Judges Stil, Maynard, Moorehouse, Barks, Edwards and Morris, and such of them died at comparatively an early age. At any rate, there can be no doubt as to the intention plainly manifested by the Constitution that there should not be a long vacancy in an office of so much importance, and where so much is constantly required, and a construction which has a tendency to prove effectual is to be favored rather than one by which it may be defeated. By this construction no violence is done to the literal signification of the words used in the Constitution, and there is no violation of the rigid rule to adhere to the meaning which the the rigid rule to adhere to the meaning waich the words na urally import. I am satisfied that the power of the Governor to make the appointment continues until the vacancy is supplied by an election. There is another view of the principal question in-

There is another view of the principal question involved in this controversy, which was surgested by
the unsel for the defendant, and is enritled to consideration. The "next general election of Judges"
specified in the Constitution in the provision for supplying vacarcies in the effice may wall be the first at
which an election can be legally had, and not that one
which must be imperative. That interpretation may
not correspond with the literal sense of the wor is, but
it is preferable to that which might lead to absard
conclusions. Judges prefer to achieve to the express
meaning of the weres used in the statute when that
can be done consistently with its evident intent, but can be cone consistently with its evident intent, but they often advise a more liberal interpretation when that is necessary to effectuate the object which the

custure was designed to a complish.

The defendant is, I think, entitled to the office in cispute, and the judgment of the Special Term should therefore be affirmed.

SUPREME COURT-GAMERAL TERM-Dec. 27-Before
Judges MITCHELL, CLERKE and COWLES.

Clark agt. Fuller and Bergen. Order refusing to

Stanley agt. Webb.-Motion for new trial denied,

with costs.

Jacquereon agt. Van Erten.—Order refusing to vaests judgment affirmed, with costs.

Lottimer and Large egt. Lafsyette Insurance Co.—
Judgment stirmed, with costs.

Howell agt. Peck.—Motion for new trial denied,

Glentworth agt. Luther -Judgment affirmed, with

Church sgt. Norton.—Motion for new trial denied, Davis agt. Morris and Griffiths -Order of Special Term to be so modified as to permit the plaintiff to amend the state must make on confession of judgment as of the day when nev of Tukey.

Kane agt. New-York Central Railroad Co.—Judgment for plaintiff, with coats.

Jee agt. Farrar.—Judgment for defendant, with coats.

costs.

Royce agt. Folsom.—New trial granted, with costs of speal to defendant to shide the event.

The People ex. al. Henry E. Davies agt. Edward.
P. Cowles.—Judgment of Special Term [deciding that the glection of Mr. Davies as Judge was not valid), affirmed.

MARRIED.

BOOTH-BACON-At the residence of the bride's father, in Maria, Ottego County, N. Y., on Tussany, De., 25, by the Pev. Wm T. Doubledsy of Othertsville, G. D. BOOTH, Ical Editor of The Milwaukee Free Democrat, to Miss BARAH M. BACON.

BARAH M. BACON.

BOTTOM-RANNEY-In this sity, on Wedneslay, D.c. 19, by the Rev. Dr. Peters, NATHAN BOTTOM of Shefsbury, Vt., to FRANJES S., daughter of the late ston. W. R. Rankey of Townshood, Vt.

DOWNING-MILLER-On Senday, Dec. 28 at the house of the bridge father by the Rev. Dr. D. S. Chese, GEORGE E. DOWNING of New-York, to Miss HARGARET ANN, only derabter of Dr. J. S. Miller of Enfeld, Tompkins County, N. Y.

N. Y.

FOUNTAIN—SIMMS—On Toccday, Dec. 25, by the Rev. Dr.

Micauley LOO B POUNTAIN to ANNA LOUISA, youngced doughter of Wm. Simms, eq. all of this city.

JOHNSON—WHEELER—On Wednesday, Dec. 25 by the

Rev. W. R. Gordon, JOHN JO INSON of San Francisco,
Cal., to PHEBE A., daughter of S. C. Wheeler, esq., all of
this city.

the city

RICHARDS - GROOK-At the First Presbyterian Church, in

Bocalys. E. D. on Tuesday, Dec. 25, by the Rev. Dr.

McLant, Mr. J. RICHARDS of New-York, to Mass SARAH

g. CROOK of Brooklyo

Rew-Hamp-hire papers please copy.

TOMLINSON-BROWN-On Thursday, Drc. 27, by the Rev.

g. R. T. Cock, Restor of the Church of S. John the Evan
gaint, WILLIAM R. TOMLINSON to Miss MARIA

SKOWN, all of this city.

DIED.

BRIGGS—On Wedneslay, Dec. 26 of sewlet fever, MARY, daughter of Capt. Luther J. and Mary Briggs, in the 4th year of Let are.
The relatives and friends of the family are invited to attend the tweeta from No. 527 State street, Brooklyn, in 1.1. by afternown at 2 o'clock.
New Bedford papers please copy.
DICKINSON—On Sunday, Dec. 2, of inflammation of the lungs, HELEN, dampier of Edward S and Isabella Dickinson, aged 4 years and 4 months.
The funeral will take place this afternoon at 2 o'clock from No. 24 Union street, Brooklyn, between Court and Smith HALL—On Sunday, Dec. 23, of consumption, at the residence

HALL-On Sunday, Dec. 23, of consumption, at the residence of his trother, CHARLES PATTEN HALL, formerly of Bos-ton, agod 27 years. Boston papers please copy.

MOORE The remains of the late Capt. ELBERT L. MOORE, who died in New Orlean on Tuesday, Sept 4, were brought to this port by the ship Andover, and have been conveyed to Greenwood Cometery for interment.

COMMERCIAL MATTERS.

Sales at the Stock Exchange-Dec. 27.

Stee City 5e '18. 98 100 Erie Reilros 1. 460 51

14.600 Ill. Centrai R.R. Bds. 81 200 do. 830 51

1.600 Erie Bands of '75. 87 10 Passus Railros 1. 85 51

1.600 Erie Bands of '75. 87 10 Passus Railros 1. 85 51

5 Shoe & Leather Bank 166 150 Mith. Cen. Railros 4. 97

50 Cleve & Toledo R R.b 3 72 150 Mich. So. & N. Ind. R. 94

50 Nicarsana Trap. Co. 83 181 200 do. 50 50 50

50 do. 81 84 200 V. Cen. 18 R. 98 b3 184 200 N. Y. Central R.R. 550 924 THURSDAY, Dec. 27-p. m.

The Stock Board to-day appeared to be the ares of a contest between the increased tightness of money and the natural tendency of the market to rise, the result of the expectation of favorable news by the steamer. If call loans were as easily negotiated as during the early part of last week, stocks to-day would probaby have been 1 to 1 \$\psi\$ cent higher than they are new. In consequence of this antagonism of forces prices do not vary materially from yesterday, excepting Reading, which is down & cent in consequence partly of a short having taken in 2,500 shares privately, and notified his shorts, which threw a considerable amount of cash stock on the market. The dividend, we understand, is fixed by the Directors, and to con-4 F cent in cash and 4 F cent in stock. The floating cebt, it is now stated, will be over a million, and, ac cording to one authority, this amount will be increased the amount of the cash dividend. Eric closes at 511, having been 502; Central was dull at 912; Pansma, 104; Cleveland and Toledo was 721; Michi gan Central, 974; Gslens and Chicago, 1231, &c. Nicaragua was 184 7 184, although considerable cash stock was thrown on the market, which was taken back at buyers' option. The impression appears to be very general that the movement in this stock is not exhausted, and that the parties interested will put berland is quiet at 22} In Railroad Bonds the movement is moderate at previous prices. Illinois Central sold at 811, with sales of \$80,000. State Stocks are quiet but firm. A sale of New-York 5s, 1874, was made at 102; and 85 000 Indiana 5s at 811.

There is not much doing in Exchange, but the market is heavy. The supply is increased by every mail from the South, and the preduce movement at home is also furnishing considerable amounts. Sterling is 1 281, with Southern and Capadian bank signatures at 84 a 84, and some city bankers at the higher limit although the prominent bankers ask 81 P cent. Frar cs pominally 5.224 75.184.

In freights the market is firm for immediate receipts of produce to Great Britain, but engagements ahead could be effected at lower rates. To Liverpool 12,000 bushels grain at 9d.; 1,000 bbls. flour at 3s; 250 bales cotton 7-32d. a 4d. Te London 150 bbls. oil 46s, and some bacon and pork at the same figures. To Havre 3,000 bbls, flour 95c.: 10) bales cotton ic.; and 50 bbls pot ashes \$1 10.

The Sub-Treasurer to-day set spart the January interest on the public debt, amounting to about \$841,000. The busines was as follows: Paid. \$896,461.99; received, \$228,459; balance, \$3,788,342 7; paid for Assay Office, \$14,819 95; paid on dis bursing checks, \$134,939 11.

After the adjournment of the board the following

sales of bonds and stocks were made at suction by

A. H. Nicolay:

2 Knicker socker fee Company 94
The Chemical Bank has declared a semi-annua

dividend of 6 P cent, payal e Jap. 1. The demand for money is very active to-day, occasloned mainly by the movement of loans in prepara-

tion for the very large payments of interest, dividends. principal of debts, &c., due on the 1st prex. The drafts from the West are heavy, partly for the same purpose, on account of State and Corporation debts. supply of Money, however, is quite large, and good borrowers find what they want. More than simple interest, however, has been paid for temporary accommodations. Paper is improving notwithstanding the activity of call loans, and the demand is good. The Cleveland and Pittsburgh railroad will make its semi angual dividend next week, and it will prob-

ably be the same as the last, 5 # cent payable in bonds. The current net carnings of the road have been expended on the extension of the road to Wheeling, and the Board have thought it the true policy of the Company to make its dividends in bonds rather than to sacrifice bonds to pay a cash dividend. The stock is selving in this madet at 631 264, receiving 10 P cent dividends per annum in 7 P cent bonds. The earnings of the current six months will be about \$365,000, leaving after the payment of operating expenses and interest about \$120,000 for a lividend fund, or nearly 6 P cent for six months. After the dividend of 5 P cent to be declared, the surplus added to that remaining at the time of the ast dividend will be, in round numbers, \$100,000, or about 5 & cent on the capital. The Wheeling extensicp will be completed in all next Summer. The road

will then connect with the Baltimere and Ohlo and the roads running to Cincinnati, and the traffic mass be largely increased.

The business of the Clearing-House was \$25,090,000 The produce markets generally are heavy. Groceries are firm but quiet. Breadstuffe have a downward tendency with a fair demand. Southern Flour is, wever, active for shipping, the sales to-day being 8,000 bbls. Provisions are heavy and Cotton very

The referee of the Knickerbooker Bank has made a report upon the assessment necessary upon the stockholders of that institution to pay its liabilities. The assessment amounts to \$14.48 \$7 cent, or \$4.10 \$ share of stock. This is the first instance of action under the State law providing for the individual responsibility of strokholders for the debts of a bank. In his report the re'eree advances the following points:

his report the referee advances the following points:

1. That stock could not be held by the president or cashier in trust for the bank. It must be held directly by the back, and must set be held in anybedy else's name for the bank. Such a transfer in trus: Is absolutely void, and curiers no title on any one. And where stock that held in trust has been paid for out of the funds of the bank, it is to be regarded as extinguished slock and the capital reduced that amount. Five numered and eighty five shares are so extinguished in this case.

2. Stock as bacribed but not paid for, although the subscriber may be liable to a suit for the amount, is, until it shall be actually paid for, to be regarded as not existing. Twenty shares are extinguished on this account.

3. Stock created on an increase of expital subscribed for by the cashier for the benefit of the bank, and paid for by a lean of cut of the funds of the bank, is to be regarded as having no existence. Thus 1/0/2 share are extinguished.

4. For these causes the capital, which was nominally 15,000 shares, or \$400.00, its held to be in reality only 14,335 shares, or \$400.00, its held to be in reality only 14,335 shares.

shares or \$10,000, is held to be in reality only 14,855 shares, or \$150,025.

Shock hypothecated as security for a lean, though actually transferred to the lender, is to be resarded as owned by, and the delta are apportuned to, the sorrower, as the equitable owner, though the law requires every bank to keep books in which shall be entered the names and residences of all the stockholders, and of every assignor and ussignee of stock, and, though such book is open to the examination of every person, whether not kindler or not, under penalty of \$50 to the officer who refuses to exhibit such books, the unlaston of the bank to keep such an account of residence does not visites the transfer of the stock; it merely subjects the bank to apenalty of \$100 a cay for every day such emission may confine, to be recovered by any one who may chose to sue for it.

In apportuning the debt of the Bank among the stockholders, to regard it to be paid to the inability of any one to pay the assessments. The loss, if any arising from this cause must fail upon the creditors, and not upon the solvent stockholders.

pay the assessment. However, and not upon the solvent stockmost fail upon the creditors, and not upon the solvent stockholder.

2. In making the apportionment, no allowance can be made
for any debt owing by the Sank to a stockholder, whether on a
eleim priven before the Rec iver of for dividents unpuid. An
office of the amount can be made, not by the referee in making
the appertionment, but only by the Court, on special application for that purpose.

3. In cases of stock held by one person in trust for another,
the liabity for the debts of the bank is to be imposed on the
trostee and not on the purson beneficially interested, unless it
suppose that such hooding in trust is by the express direction
of the latter, in which case the approximant of the debts will
be upon the party beneficially interested.

10. In cases of stock held by married women, the liability
for the debts is to be imposed upon them, and not upon their
hubbrids, they being regarded as single for this purpose, by
ress not their thus coming reparate property.

11. The general rule of apportionment is that those stockholders are liable for the debts of the bank who were such at
the time the debts were contracted and at the time default in
the payment of them was made.

The report will be presented to the Supreme Court
for cer firmation in January.

for cer firmation in Japuary.

At Beston, at auction, the following State Stocks were sold:

Michigan Central Railroad, vice Mr. Forbes resigned. Mr. Ferbes has served since the organization of the Cempany without compensation. The circular of the Company, just published, states the amount to credit
Of the Iscome account at \$641,723 51
6 \$\psi\$ cent dividerd, just declared \$261,945 64

Expenses for last half year of 1854 were 72 V cent,

and for the same period of 1855, 57 P cent. The Stock and Bondholders of the Vermont Central Railroad held a meeting on Monday afternoon, to consider the best course to be pursued to protect their interest in the road. The meeting was fally attended. J. C. Pratt was chosen Chairman and W. H. Greger

son Secretary. Mr. H. W. Pickering, a member of the Investigating Committee chosen at the October meeting, made a statement which he said was the result of his own a satement which he said was the result of his own investigation. The Committee consisted of himself, J. H. Stark and Dr. Wheeler of Burlington, and they was in the management of the read from the date of the last Investigating Committee's report in 1852, down to the time when the read passed into the hands of the Vermont and Canada Railroad Company, by reason of the non-payment of rent due the latter Committee. pany. In accordance with the desire of the meeting Mr. Pickering proceeded to state what they had been chabled to glean from an examination of the books of the Company, "showing the expenditure of sums of "money of uncommon magnitude and for purposes al-"together urusual." Among the expenses which struck the Committee as highly extravagant was the amount paid for legal services to several gentlemen within the space of a little over two years. Tae nature of these services cannot be ascertained, as but

upon the subject, but it appears that there wi J. H. Peck, and Peck & Colby, in 21 months, by Directors and Trusteet.

Pratt & Peck, by Directors.

State of Sydney Bartlett, 13 months, by Directors and Trustees.

1,601 61

Syd 60

Sydney Bartlett, 13 months, by Directors and Trustees.

1,737 56

Wm. Solier, esp., by Directors.

This inc udes his services as a member of the last in vestigating Committee, and be also states that over \$4,000 were disbursed by him for extra clerk hire. In addition, there had been said for general legal services, to parties not specified, the sum of 2,341 37

To the Bon. Charles G. Loring.

2,341 37

lew vouchers have been shown calculated to throw

vices \$1,500 per annum.

In the payment of other than legal services the Managers of the Vermont Central Railroad appear to

Managers of the vermont Centra Managers of the equally liberal.

For they not only paid John Smith, eaq., in twenty-three months, \$11,850 49, but allowed \$150 interest on his salary as Trustee not paid promptly; \$311 48 for transfer wryices, and \$16 40 traveling expenses and transient services, and \$16 C

interest on the same.

To Mr. G. C. Rand (who appears to have been the printer of the investigating Committee's Report), in page more than the committee of the printer of the Investigating Committee a Report, nine menths.

To T. H. Leavitt (formerly a clerk of the Company). .85,272 09 or entra services 3,500 of r subsolption to the State Fair 1,500 of a church clock at Not hfield. 1,000 of There items, though comparatively small in the pay. ments of a large corporation, seem to show the class of expenditures and the nature of the tax to which

of expenditures and the institute of the rate to with my your property has been subjected.

There are other entries of sums of great magnitude, to which Mr. Stark has given more attention than I have been able to do, and upon which he may throw some light—such as

Am't paid for purchase of Ogdenaburgh R. R. shares 651, 701 33 Am't paid for purchase of Orand Janution 17 475 80 Am t page for perchase of Grand Jan time 17.475 00 Less on the same. 50.00 00 Less on from respid. 23 641 54 Bourtes (54 normage) desirated Mr. Grans. 50.000 50 Bourtewed on the same. 22.423 40 Mr. Pickering, in correlation, said:

All these things may be susceptible of solution; but the means of doing it have not been within the reach of the Committee, and for one I prefer that the further prosecution of the subject should be left to abler heads and stouter hearts than mine; for I frankly con-fees that from the commercement of the undertaking fees that from the commercement of the undertaking to the present time, this attempt at investigation has proved to be the least satisfactory, the most disappointing, and the most thoroughly disgusting of anything that it has been my lot to encounter.

This report was followed by one from Mr. Stark, another member of the Committee. He gave a long and minute history of the "supendous fraud"—the lease to the Canada Road, which had been made by a meeting of stockholders informally called, at which her thans not 100 shares were represented. The lease

a mecing of stockholders informally called, at which perhaps not 100 shares were represented. The lease was a secret matter, not known to the slockholders, nor even to the officers of the corporation, and, he argued, not worth the paper it was written on. This fraud was to be met by a lawsuit, for prosecuting which he suggested a union of the various interests in the read. A small sum from each would be callicient to sustain the suit. This suit was to be instituted in the Union & Ettes Court, by which a receiver should the read. A small sum from each would be sufficient to sustain the suit. This suit was to be instituted in the United Exists Court, by which a receiver should be appointed. If they lost their cause, they should only lose their subscription; if they gained it, they should have got rid of the members that bound them down. He had never seen vouchers nor books, and wanted further time. He had a promise of a glaces at the books of the Canada Corporation on Wednesday, and if he could get at them, he would give for once the truth and the whole truth. He alloded to some of the business transactions of the Courses. come of the business transactions of the Company, their centracts and foundery expenditures, in a manual to show how the deficiency was caused that let to the non-payment of rent to the Canada Company.

A motion was carried that a Committee of five gen-

tlemen be appointed to guard and protect the interests and property of the Vermont Central Rayroad Com-pany, and that said Committee shall be invested with pany, and that said Committee shall be invested with full powers to institute and commence such suits at law or other proceedings in the premises as may be desired necessary in order to fally protect the inversets of the stockholders and the first and second mortgage boucholders. The Committee is compresed as follows: Joseph Andrews, F. H. Homer, H. Stark, W. J. Par-

Mr. H. Homer stated some Feets with regard to a Mr. H. Homer stated some vects with regard to a proposed consolidation of the Vermont and Canada and the Vermont Central Roads, under the name of the Canada and Vermont Central Railroad. He closed by proposing a vote that the meeting recom-mend a Committee on the subject of consolidation. He said it was the interest of a 1 to come together and

form a new Company to pay off the debts, as can be done, and choose a new Board of Directors.

The motion was carried, when the meeting dissolved.

Markets. CAREFULLY REPORTED FOR THE TRIBUNE.

THURSDAY, Dec. 27, 1856.
ASHES-The market is heavy, and is quiet for Pots at \$7.25 Pearls are dull at \$500.32 25.
BRICKS—In hard North River we have no change to note;
BRICKS—In hard North River we have no change to note;
the demand is fair at \$4.500.4175. Foreign continue unaltered.
COTTON has ruled very dull, pending the arrival of the
steamer Facility. The sales are nominally reported at 500 bales.

we continue our quotations:

We continue our quotations:

NEW-YORK CLASSIFICATION.

Uplands. Florids. Mobile. N.O.& Tex.

| Continue of the co

#4 12]. Buckwheat Flour is in good demand at \$2 37] #5 15 pr 140 h.

FISH There is an absence of animation; prices are generally firm; no exagoes have been sold. The cargo of French still remains unsold.

GRAIN-Holders of Whest are firm; the arrivals are now light, but the stock is fair. The sales are 9,500 bushels red Southern at \$1 979,942 500 bush very common while Genesee at \$1.75, and 2,400 bush prime red Western at \$2. Rye is firm and in fair demand for export; the arrivals are liberal and the stock fair; sales 20,300 bush. at \$1.31 for Northern. Outs are very dul and heavy at 450,795 for State and 50,826, for Western Corn has arrived quite freely, particularly new; this is lower and slow of sale. Old is freely offered at the close and is heavy; sales of 38,600 buth, at 20,0506, for Southern yollow, \$1,000, for new white Southern, and 50,7346, for lergey yellow. Caradian Pees are dull and heavy at \$1.35. White Bears calet at \$2.560 \$2.215.

HILES—The market harvied quite; owing to the firmness manifested by holds a, importers are not offering their tavoloses, which siese the market a fur appearance. Sales of 3,000 Porto Cabello, usual weight and quality, at 22.6 mes. and 200 Southern, 17 firs at 165c, cash. The stock is \$1,000.

HOPS—New are moderately inquired for, the demand chiefly for brewing; sales to day of 30 blase Existern at \$2.700c, and Western at 10,013c; the latter rate for choics.

IRCN—A moderate demand for South Alg, but holders are firm; sales of 70 tuns at \$1.000 \$300.

LEAD—The market is without change, the views of holders are as stringint as before. Spanish is held at \$6.75, time and letterest.

LIME.—The market is quiet for common Rockland at \$1, and

LIME—The market is quiet for common. Rocking as \$1,52. Lump at \$1.52. LATHS—Easiern are moderately singht af er, at nochanged prices; sales of \$25,000 at \$1.45 \tilde{\pi} \tilde{\pi} \tilde{\pi} \tilde{\pi} = 0.5 \tilde{\

Baltimore Cattle Market.

#ALTIMORE, Dec. 27.—At our Cattle market, to-day, only the bead of Beaves were offered—100 of these were driven eastward, and the remainder sold as \$6.500 ±8.57 to the matty of superior quality. Hoss in large supply; sales at \$7.50 ±9.500 to the supply; sales at \$7.50 ±9.500 to the supply;

Markets Reported by Telegraph. New Orleans, Dec. 26.—Cotton—Sales to day 5,000 b 'es; Midding quoted at 575c. Floors \$8. Mess Pork \$15. Corx 572-27c. Freights no Cotton to Liverpool 11-16d. CHARLESTON, Dec. 47.—Cotton quiet: sales to-day 500 bales.

MARINE JOURNAL.

PORT OF NEW-YORK DEC. 27 Cleared.

Cleared.

Ships—Bescius, Merribes Liverpiol. Howland & Ridgewsy; Ocean Pearl, Byter, Bayte, B. W. Tundy; Issac Webb, Bryer, Liverpiol, C. H. Marshill & Co.
Barks—P, Pendicton, Noise, Hayre, R. P. Buck & Co.; Marmion, Crecker, Maraness John Riley.

Brigs—Sterra Leone, West, Wilmington, J. A. Machado; Wm. Nicker, Means, Boston, Thompson & Hunter; W. Edwerd, (Br.) Smith, Belfast, Napier, Johnson & Co.
Schooners—Thomas Benliss, Nacy. Now Oricans, Eagle & Hazud; W. B. Scanton, Catheatt, Charleston, Scranton & Talmen; Catoline Amelia, Turner, St. Jago, Cuba, R. B. Buck & Co.

Arrived.

Arrived.

1. S. Mail steamship Jamestown, Parish, Richmond, &c., be 27 in dec. and pass, to Ludiam & Pleusania.

Ship Regnius, (new.) Thompson, Kennebunk 5 days, in ballet to W. H. Riversmith. She is of 600 tons burden and will robebly local for Have. Dec. 24, 20 miles S. E. of Sandy Hook, use in connect with Brem bank bon stein, and received some samege to belwarks, and left our anchor and 35 fethoms of chain ached, on board the bark.

Bark Ottaws, Remick, Havana Dec. 13, sngar, cigars, &c., to it a k Nephew. Salled in company with ship Forest State, of cutlend, in ballest for New-Orleans. Dec. 15, at 9 a. m., ist.

Bart Ott south the bark.

Bart Ott south the bark.

Bart Ott south the bark.

Bart Ott south the week sailed in company with ship Forest State, of Poutle of, in haliast for New Frienan. Bec. 15, at 9 a. m., iat. 24 3, ion. 81, exchanged signals with a bark showing a white buryee with the name Stary Ann In it, atserting W. S.W. Dec. 16, at 5 p. m., Great Bahama Bank bearing S.E. 10 miles, exchanged sianasis with a large ship having painted ports, sheering S.W. and showing a white equare signal with a back and blue half it. Dec. 18, at 7 a. m., i.t. 29 40, lon. 79 29, exchanged signals with a large ship, painted ports, indeed ports, steering N. and thowing a red, white and blue signal, red to the max. The Occapiented heavy weather on the passage, having hat three successive assertly giller, some calms, fogs and light winds; was 7 days north of Hatters. Dec. 25, at 8 a. m., in a havy giller from W. N.W. was boarded by the pitch boat No. 7, the High-land bearing N.W. by N. g. t. into the lower Bay where she archard with both archors sheed, but she would not hold and was drawn above on Romer Shouls, it blowing a gale at the time; the verse was covered with ice and the crew first-bitten; was got of this merring at 9 a. m. by steam-tog functions. Capt. Morres, and towed to the city.

Etc. Haven Nearon Mollin, Rio Langton Nor. 4 accepts to

Worse, and towed by the city.

Eris Herry, Neson Malin, Rio Janero, Nov 4, coffee to Wellsgort & Wison of the delphie, where the vessel is bound. On the night of Dec. 25, in Delawars Say, as Furty-fathon Book puted the cash e-chein of one another and slipped the other during a beavy N.W. gale, and was compelled to go to see, and arrived at the port vesterday.

Brig Anguera, Showe, Savannah S days, cotton, wheat, &c. to

orges Ciestman & Co.
Schr Zeegreen, Billen, Boston, in ballas' to master.
Schr. Accade, Wisson, Virginia, opaters.
Propeller Jackson Layfie d, Battimore, mdss.

SAILED-This morning from Quarantine, steamahip Baltic exstock for Liverpool; Adelaide, (dipper.) Wakeman, for WIND-At Sunrise N. W.; Sunset, W.N.W. There is a fore-and aft sohr, ashore on Romer Shoals. The steam tog Alex. Mason has gone to her assistance.

RETURNED.—Steamship America, Hedson, hence for San Francisco, 24th inst. via Rio Janeiro, after proceeding as far as Barnegat, finding the feet pumps (from some injunies received) unable to supply the teller, put face for repairs.

Disasters, &c.

THE STRAMBOAT SEMENCES, Show, employed on the line between Savannh and Pilarks, took fire on Thursday night, about 115 o'clock, while lying at the what at Jacksonville, and in about fifteen minutes was now-loped in fismes. Sho was out loose from the what, and dritted against the brig leter, from N.W.-York; the J. tock fire, and was barning at last scounts.

The Seminole finally went sahors opposite Jacksonville, and was consumed to the water's edge. She is supposed to have had 150 bales Ses Island cotten on board for Savannah and Chrise-ton. The passengers were saved, but nearly all the beggan was lost. The Seminole was about two years of, and cost some \$50,000, upon which there was little or no 1.500 and \$50,000, upon which there was little or no 1.500 and \$50,000, upon which there was little or no 1.500 and \$50,000, upon which there was little or no 1.500 and \$50,000, upon which there was little or no 1.500 and \$50,000, upon which there was little or no 1.500 and \$50,000, upon which there was little or no 1.500 and \$50,000, upon which there was little or no 1.500 and \$50,000, upon which there was little or no 1.500 and \$50,000, upon which there was little or no 1.500 and \$50,000, upon which there is \$50,000, upon which the last of the last strength of the last of the same short of provisions. The L. gave her an ample supply.

CAPT. TAYLOR, or THE PASTHER, at New Orleans, 19th list, in clairess, leaking.

CAPT. S. J. MELLVILLE, of brig John Pierce, arrived at Haven 18th list, in clairess, leaking.

CAPT. S. J. MELLVILLE, of brig John Pierce, arrived at Haven 18th list, in clairess, limbar landon her rounder gone, and leaking beatly her master and crew wished to be taken of; the washes a night being moderate, the boat was put out and sext alongsize the achooser, but she ishored so hard that the boat could not beard her; at 10 p. m. the wind breving an gash, in the set of taking in the beat again, she was filled and consisted, and the second mate of the son Pierce, named James Marray, was thrown overboard and drowned; the John Pierce lay by the echoener until the 30th, when a nort hwest gale came on and separated the two vassels.

SCHE J. M. TAYLOR, at Mobile from Gusyama, P. R. was ordered to Mobile by survey at thuysma, she having suffered damage on her ou wand passage, having flower rigging strateged or parted in several places, had severely strained, and with t

when lying to in a gaie from E. S. E., 13th last, lat. 25 50, lon. 33 50, shipped a sea, which store in part of her deek load of molecular solutions, and the store in part of her deek load of molecular solutions of the dieaster to this vessel briefly reported by selegraph:

"A ship was discovered from Siazonset early Monday forence on mear Bass Rip with her energy union down. No assistance could be rendered by means of beats, and messengers were immediately dispatched to town to inform the directors of the sea unimediately dispatched to town to inform the directors of the sea unimediately dispatched to the sealerance of the discreased stip Renched nor at o'clock and was instantly dispatched to the sealerance of the discreased stip Renched nor at o'clock and cound her into Edgardown, where she sechored safely at midnight. The ship proved to be the Timor (671 tune). Saunder, from New Orleans for Boeton, which an arsorted and valuable carge. She is owned principally by W. & F. H. whittemore and others of Boeton; about an eighth owned in Narducket. The Timor struck on Great Rip about 40 clock Monday morning, and spring aleak, and when the steamboa' seached her she had for feet of water is her had; when left at Edgartown the saip had five feet of water. The crew had to work steadily to keep the water from increasing. It was fortunate the ship was rescaed from her perious condition on Monday, for the was her was so thick pesterday that it would be searcely possible for the steamboat to have found her. In that event it would unionbriedly have been necessary to run the ship ashore, as the sallors probably could not have worked at the pumps many hours longer, and the leak was increasing. Five mee from the steamboat were put on board the saip. The fimor is a new ship—ship and cargo supposed to be worth from \$100,000 to \$1.35,000.

A lotter from Capt. Winslow, of ship Tamerlane, of N. B. re-ports ner at Henolulu. Nov. 3, with 65 sp., 1,200 wh. and 8,300 lbs. bone; had shipped the sp. and 750 bbts. wh. oil by the Tah-miroo, of F. H., and the lone by the shooting Natr for New-York. The Tamerlane would sail in a few days for New-Zealand.

Zcaland.

A letter from Capt. Childs of ship Two Brothers, of N. B., reports her at fromolulu Oct. 18, with 200 bbls, wh. oil this season. Had shipped 2.800 bbs, bone by the Leander for N. B.

A letter from Capt. Eryact of the ship Gidson Howland, of N. B., dated at Lishalina, Oct. 30, report sher with 1,800 bbls. wh. oil on board. (1.500 this season.) and cleared same day for New-Zaslard.

oil on beard (1 500 this season,) and cleared same day for New-Zealard.

A letter from Capt. Barver of ship Amason, of Fairbaven, reports her at Lahaira, Oct. 23, with 1,200 wh. this season—had shipped 175 bils. by the R mbler, of Natucket, and 14 600 lbs bone by the Caroliny, of N. B. The A. was bound to New-Zealard.

A letter from Capt. E'daidge of ship Oregon, of B. H., reports ber at Lahaira, Oct. 13, with 165 bils. wh. oil this season—bound to the routh.

poits her at Mercury Bay, Ochotak Sea, no date, with 300 whe this season.

A letter from Capt. Earl of ship Jirch Swift, of N. B., dated Honolulu, Oct. 30, reports her with 1,400 bbls wh., 26 do. sp. off this season. Reports, no date, in Ochotak Sea, bark Fauny, Nya, N. B., 1,400 wh this season.

A letter from Capt. Wing of ship Fabins, of N. B., reports her at Labsins Oct. 27, with 2,000 bbls, wh oll on board—would ship home 1,000 bbls, by ship Folar Star, of N. B. The F. was bound to New-Zealand.

A letter from Capt. Carver of ship Lancaster, of N. B., dated Honolu v. Oct. 21, reports her with 70 abls. sp., 380 do. wh. oll, to sait in a few days for New-Zea sind—hat shipped \$300 with. 2,100 do. sp. oil, and 3,000 bb. bone, by srig Leander, bound to N. B. The cooper of the Lancaster, John Wallson, of New-York, was killed by the parting of the cutting pendants—date act given.

York, was killed by the parting of the cutting pensance at each given.

A letter from Capt. Winslow of ship Janus, of N. B., dated Honolniu, Nov. 2, reports ber with 1,100 bbls, wh. oit, and 20,000 bs. bone, which he would ship by the B. F. Herle, for New York.

A letter from Capt. Cleaveland of ship Julica, of N. B., reports her at Hot olulu, that 27, with 1,100 bbls, all told; to sail bone-blance, and had less live whales by the parting of new lines.

A letter from Captana Disa of ship St. George, of N. B., date Honoliulu, Nov. 3, reports her with 1,300 wh. all told—had shipped 300 bbls, oil by tee B. S. Hotzi, for New York, and 700 lbs bone by the Sheeting Star, for do. Reports, hard from on Kodisk, in August, ship Abm. Barker, Barker, N. B., S whices.

Swhales.

A letter from Capt. Blackmer of ship Roman, dated Honolulu Nov. 3, reports her with 1000 wh. and 9,000 lbs. hone. Was discharging to heave cut and stop a leak.

A letter from Capt. Percival of ship Majastic, of N. B., dated Lahsina, Oct. 28 states that he had shipped 8,000 lbs. blue by the Caroline, of N. B.

A letter from Capt. Kelley of bark James Andrews, of N. 9., dated Honolu n, Oct. 12, states that he has shipped 18,000 gais. wh., 570 do. sp. oil, and 3,433 lbs. hone by the Shooting Star, of New York.

dated Honolu n. Oct. 12, states that he has shipped 13,09 galax, wh. 570 do, sp. oil, and 3,433 lbs. bone by the Shooting Star, of New York.

A letter frem Capt. Vinal of ship Europs of N. B., reports har t Honolulu, Oct. 25, with 140 ap., 2,100 wh. oil; to sall same any for a crube of 16 months to New-Zesland, and home. Had shipped her bone (21,000 lbs.) by the Shooting Star.

A letter from Capt. Richmond of ship Feankin, of N. B., at Lahaina, reports hir having taken 300 bbis, wh. oil the last easier, had refitted for 12 months, and was going west and then to the Japan and Ochotick Seas. Reports hear from (by the Mitton) no date, on Japan, ship Young Hector, Smith, N. B., with 506 bbis, sp. oil.

the Japan and Ochotek Soar. Reports hearn from (by the Milton) no date, on Japan, ship Young Hector, Smith, N. B., with Son bbls, sp. oil.

A letter from Capt. Moores of bark Maris, of N. B., reports her at Rorotongs, May 27, with 746 bbls, sp. oil—all well.

A letter from Capt. McCleave of ship Oliver Crocker, of N.B., reports her of Rorotongs, June 20, with 430 sp., 30 wh.—west there to procure men, having lost 6 by desertion.

A letter from Capt. Fisher of ship Vineyard of Edgartown, reports life at Lahsina Oct. 27, with 240 bbls, sp., 2,250 db. wh. to crules; would be home in May next.

A letter from Mrs. Capt. Sayer of ship Mary. of Mantacker, dated Oct. 8, lat. 1 S., lon. 63 W., reports her with 360 bbls, wh. 34 db., sp., this season. Reports ship Hilbernis, Hunnewall, N. B., 540 sp., this season. Reports ship Hilbernis, Hunnewall, N. B., 540 sp., this season. Reports ship Hilbernis, Hunnewall, N. B., 540 sp., this season. Response of the season, will leave for home in Vebruary. So far as heard from the ship here had not averaged 100 bbls this season.

A letter from Capt. Cleveland of ship Three Brothers, of Nantucket, dated Honolulu, Nov 3, reports her having taken 3,000 bbls, this season. Had shipped 34 0,0 bb., home by ship Bhooting Star, for New Yort; 32,000 gas wh, oil by brig Lonader, for N. B., 560 bbls, by the Tahmirco, of F. H.—would ship balance by ship B. Hexis.

A letter from Capt. Coleman of ship Alantic, of Nantucket, reports her at Hashins, Oct. 28, with 1 630 wh. 25 sp. and 13,000 bbs, hone no board—would ship b ine home.

By item—Aog. 29, in Cchutch Sea, slip Nassau, New Bedford, About Aug S, in Phening's Straits, ship Hillinols, New Bedford, About Aug S, in Phening's Straits, ship Hillinols, New Bedford, About Aug S, in Phening's Straits, ship Hillinols, New Bedford,

About Aug 8, in Phening's Straits, ship Illinois, New-Bedford, no of this season.

Nev 7 lat, 57 13 N., Jon. 43 46 W., Emerald, of and II days from Sag Harbor, cutting in a 10 bbl. sp. whale.

FLUSHING RAILROAD. - The steamboat I ISLAND CITY leaves folion Ferry wharf, north side, at 6, 8 and 10 a. m; I. 4 and 6 p. m daily, meeting and exchanging personners with the CARS at Hunter's Point, (opposite Edst.) which leave Flushing at the same hours. Feruna can go be Flushing by any of these trains, and return by the next or say encoceding train. Through in 50 minutes. Fare 25 cents. GREAT CENTRAL ROUTE-

The Theorem Ticket and Freight Office of the GREAT WESTFEN RAILWAY.

MICHIGAN CENTRAL RAILROAD,
Lass their Reinroad and Scrambast Connections to Elikawakee, Calena, Barilagton, St. Louis, Caire, and all pulmer West and South west.

West and South west,
Via SUSPENSION BRIDGE, BUFFALO, or OSWEGO, a sa
No. 123 SROADWAY, N. Y.
Corner of Court-andt-st.
DAHIUS CLARK, Agout.

HUDSON RIVER RAILKOAD.—On and after it. Station as follows: Express Tails, 7s. m. sonnecting with Northern and Western Train. Mail Train, 9:90 am. Through Way Train, 12 m. Express Train, 5p m. For Penghikeepie, 7:15 a. m. and 3:30 p. m. For Penghikeepie, 7:15 a. m. and 3:30 p. m. For Penghikeepie, 7:15 a. m. and 3:30 p. m. For Penghikeepie, 7:15 a. m. and 3:30 p. m. For Penghikeepie, 7:15 a. m. and 3:30 p. m. For Penghikeepie, 7:15 a. m. and 3:30 p. m. For Penghikeepie, 7:15 a. m. and 3:30 p. m. For Penghikeepie, 7:15 a. m. and 3:30 p. m. For Penghikeepie, 7:15 a. m. For Penghikeepie, 7:15

ONG ISLAND RAILROAD-(Sundays ex-ONG ISLAND RAILROAD—(Sundays & America) Leave Brooklyn for Greengort, 10 A. M.; for Yaphank, 10 A. M.; and Serusidy 3:46 P. M.; for Farmingdale and Sycaet, 10 A. M.; and 3:45 P. M.; for Hompstend, 10 A. M.; 112 M.; and bed; and S. M.; for Jamelas, 19 A. M.; 13 M.; 113 M.; and S. P. M.; for Jamelas, 19 A. M.; 13 M.; 145, 5, and 6:10 P. M.; A. M.; on Mondays, 6:10 R. M.; farmingdale, 7:30 A. M.; and 1 P. M.; Sysset 7:35 A. M.; and 1 P. M.; Hempstend, 6:55 A. M.; and 3:50 P. M.; Jamelas, 9:40, 7:50 and 8:40 A. M.; and R. M.;

NEW-JERSEY RAILROAD-For PHILA-DELPHIA and the SOUTH and WEST, via JERYET CITY.—United States hall and Express Lines: Leave New York 3 and 11 a. m. and 4 and 6 p. m. Through in four hours. \$2 75 in 4 and \$3 in 3 and 11 a m and 5 p. m. The New-Jersey Accumundation Line haves at 12 m., at \$2, stopping at all way stations. Through Tickets sold for Circiansti (at \$17) and the West, and for Bellimore, Washington, Norfolk, &c., and through begange checks to Washington in \$3 a. m. and 6 p. m.

CENTRAL RAILROAD of NEW-JERSEY, CENTRAL BAILROAD of NEW-JERSEY, in connection with the LEHIGH VALLEY RAILROAD opened to Mauch Chunek - Winter Arrangements commencing Mov 19, 1655. Leave New-York for Mauch Chunek and intermediate places from Pier No. 2 North River at 7,30 A. M.; for Esston, at 7,30 A. M.; for State of the Market M